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6 Attorneys for Construction Laborers Trust Funds for
 7 Southern California Administrative Company, LLC

8 UNITED STATES DISTRICT COURT

9 CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION

11 CONSTRUCTION LABORERS TRUST FUNDS]	CASE NUMBER
FOR SOUTHERN CALIFORNIA]	
12 ADMINISTRATIVE COMPANY, a Delaware]	CV-08-5726 SJO (VBKx)
limited liability company,]	
13]	PROPOSED JUDGMENT
Plaintiff,]	NUNC PRO TUNC
14]	
vs.]	
15]	
16 WHITE'S EXCAVATING, INC., a]	
California corporation; and]	
17 DANN WHITE, an individual,]	
18]	
Defendants.]	

19

20 Upon Application by Plaintiff Construction Laborers Trust
 21 Funds for Southern California Administrative Company's
 22 ("Plaintiff") to correct the monetary portion of the Judgment
 23 entered by the Court on January 25, 2009 and after full
 24 consideration of all admissible evidence and documents submitted,
 25 the Court granted Plaintiff's Application for Entry of Judgment
 26 Nunc Pro Tunc against Defendants, WHITE EXCAVATING, INC., a
 27 California corporation ("WHITES"), DANN WHITE, an individual,
 28 (collectively "Defendants") and enters Judgment Nunc Pro Tunc as

1 follows:

2 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:

3 (1) That judgment be entered in favor of Plaintiff;

4 (2) That Plaintiff is awarded a total of \$54,316.84 consisting
5 of: (A) \$50,684.83 in unpaid contributions, interest on the
6 unpaid contributions and liquidated damages: (B) \$3,641.09 in
7 attorney's fees; (C) \$506.93 in costs; and (D) credit of
8 \$516.01;

9 (3) That DEFENDANTS are jointly and severally liable for
10 \$48,173.45;

11 (4) That WHITE'S EXCAVATING, INC. is solely liable for \$6,143.39;

12 (5) That WHITE'S EXCAVATING, INC. shall submit to an audit by
13 Plaintiff for the period from September 2007 to the date of
14 the audit, of the following documents:

15 (1) All of WHITES' payroll and employee documents as
16 well as any other documents that may be relevant to
17 a determination of the work performed by WHITES',
18 its employees, its subcontractors, and its
19 subcontractors' employees, including but not
20 limited to payroll journals, employee earning
21 records, certified payroll records, payroll check
22 books and stubs, cancelled payroll checks, payroll
23 time cards and state and federal tax returns (and
24 all other state and federal tax documents), as well
25 as labor distribution journals and any other
26 documents that may be relevant to an identification
27 of the employees who performed work for WHITES' or
28 its subcontractors, or which are relevant to a

1 determination of the projects on which WHITES', its
2 employees, its subcontractors or its
3 subcontractors' employees performed work, including
4 any documents that provide the names, addresses,
5 social security numbers, job classification or the
6 number of hours worked by any one or more of WHITES
7 employees, subcontractors or subcontractors'
8 employees;

9 (2) All of WHITES's job files for each contract,
10 project or job on which WHITES', its employees, its
11 subcontractors or its subcontractors' employees
12 worked, including but not limited to all documents,
13 agreements and contracts between WHITES' and any
14 general contractor, subcontractor, owners, builder
15 or developer, as well as al field records, job
16 records, notices, project logs, supervisors'
17 diaries or notes, employees' diaries, memoranda,
18 releases and any other documents that relate to the
19 supervision of WHITES' employees, its
20 subcontractors or its subcontractors' employees, or
21 the projects on which WHITES', its employees, its
22 subcontractors or its subcontractors' employees
23 performed work;

24 (3) All of WHITES' documents related to cash receipts,
25 including but not limited to WHITES' cash receipts,
26 journals, accounts receivable journals, accounts
27 receivable subsidiary ledgers and billing invoices
28 for all contracts, projects or jobs on which

1 WHITES', its employees, its subcontracts or its
2 subcontractors' employees worked;

3 (4) All of WHITES' bank statement, including but not
4 limited to those for all checking, savings and
5 investment accounts;

6 (5) All of WHITES' documents related to cash
7 disbursements, including but not⁶ limited to
8 vendors' invoices, cash disbursement journals,
9 accounts payable journals, check registers and all
10 other documents which indicate case disbursements;

11 (6) All collective bargaining agreements between
12 WHITES' and any trade union, and all records of
13 contributions by WHITES' to any trade union trust
14 fund other than the Trust Funds; and

15 (7) All documents related to the formation, licensing,
16 renewal or operation of WHITES'.

17 (6) That WHITES' is enjoined to comply with its obligations to
18 timely pay and report contributions to the Trust Funds.

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20 IT IS SO ADJUDGED.

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23 Dated: February 12, 2009

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S. James Otero

S. JAMES OTERO
UNITED STATES DISTRICT JUDGE